

TFC Contract No. 18-048-000  
Walker Parking Consultants/Engineers, Inc.  
Assignment No. 1  
Project No.: 18-018-5732

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
WALKER PARKING CONSULTANTS/ENGINEERS, INC.**

**TFC CONTRACT NO. 18-048-000**

**ASSIGNMENT NO. 1**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 1** (hereinafter referred to as "Assignment No. 1" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Walker Parking Consultants/Engineers, Inc., located at 700 Lavaca Street, Suite 1400, Austin, Texas, 78701 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be effective on the Effective Date (as defined below) and the terms and conditions of which are as follows.

**DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as providing condition assessments of the following state owned parking garages located at the following addresses in Austin, Texas: (i) Parking Garage A, 1401 San Jacinto Boulevard; (ii) Parking Garage B, 1511 San Jacinto Boulevard; (iii) Parking Garage F, 1311 San Jacinto Boulevard; (iv) Parking Garage G, 315 East 17<sup>th</sup> Street; (v) Parking Garage H, 4900 North Lamar; (vi) Parking Garage H Wes, 4900 Sunshine; (vii) Parking Garage J, 300 West 15<sup>th</sup> Street; (viii) Parking Garage P, 1518 San Jacinto Boulevard; (ix) Parking Garage Q, 1610 San Jacinto Boulevard; and (x) Parking Garage R, 1706 San Jacinto Boulevard (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated July 20, 2018, attached hereto and incorporated herein for all purposes.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 1 shall be completed no later than August 31, 2019, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 1.

**SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 1.

**SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 1 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

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**FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 1 shall not exceed the sum of One Hundred Twenty-Nine Thousand and No/100 Dollars (\$129,000.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

**IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:** For this Assignment No. 1, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-1."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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**ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment No. 1 shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

By: DocuSigned by:  
JOHN RAFF  
C29F1F2A0756477...

John S. Raff

Interim Executive Director

Date of execution: 09/20/2018 | 4:43 PM CDT

**WALKER PARKING CONSULTANTS /  
ENGINEERS, INC.**

By: DocuSigned by:  
Alfredo E. Bustamante  
711E16A3D75A421...

Alfredo E. Bustamante

Principal & Director of Restoration

Date of execution: 09/20/2018 | 3:23 PM CDT

NRL G.C.

YMH Dir.

DE D.E.D.

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## **EXHIBIT A-1**

**PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED JULY 20, 2018.**

TFC Contract No. 18-048-000

Exhibit A-1



Assignment No. 1  
700 Lavaca Street Suite 1400  
Austin, TX 78701  
956.367.5002  
walkerconsultants.com

July 20, 2018

Billy Knapp  
Project Manager – Facilities Design and Construction  
Texas Facilities Commission  
1711 San Jacinto  
Austin, TX 78701

*Re: Proposal for Engineering Services  
Parking Structure Condition Assessments located in  
Austin, TX*

Dear Mr. Knapp:

As requested, Walker Consultants (Walker) has prepared this proposal to perform condition assessments of the state owned garages located at the following addresses in Austin, TX:

- 1401 San Jacinto
- 1511 San Jacinto
- 1311 San Jacinto
- 315 E. 17<sup>th</sup> St.
- 4900 North Lamar
- 4900 Sunshine
- 300 W 15<sup>th</sup> St.
- 1518 San Jacinto
- 1610 San Jacinto
- 1706 San Jacinto

This proposal provides our understanding of the project, project objectives, description of our proposed Scope of Services, schedule, fee, and conditions of agreement.

#### PROJECT UNDERSTANDING

We understand that the project objective is to perform a condition assessment for each of the parking structures noted above. The limited background information we have on these parking structures is summarized in Table 1 below.




**WALKER**  
CONSULTANTS

TFC Parking Structures								
ID	Name	Street Address	City	Approx. SF	Structural Frame	Year built	No. parking stalls	No. levels
PKA	Parking Garage A	1401 San Jacinto	Austin	300,767	Precast Concrete	no info	≈750	5
PKB	Parking Garage B	1511 San Jacinto	Austin	269,087	Precast Concrete	no info	≈750	5
PKF	Parking Garage F	1311 San Jacinto	Austin	149,606	Precast Concrete	no info	≈520	4
PKG	Parking Garage G	315 E 17th St	Austin	96,697	Precast Concrete	no info	≈300	6
PKH	Parking Garage H	4900 North Lamar	Austin	310,137	Precast Concrete	1989	≈330	6
PKHW	Parking Garage H West	4900 Sunshine	Austin	323,898	Precast Concrete	1989	≈330	6
PKJ	Parking Garage J	300 West 15th St	Austin	261,862	Precast Concrete	1984	≈810	9
PKP	Parking Garage P	1518 San Jacinto	Austin	261,737	Cast-in-place concrete	no info	≈610	7
PKQ	Parking Garage Q	1610 San Jacinto	Austin	277,700	Cast-in-place concrete	no info	≈720	9
PKR	Parking Garage R	1706 San Jacinto	Austin	585,139	Cast-in-place concrete	no info	≈1680	8

Table 1. TFC Parking Structures Summary

## SCOPE OF SERVICES

To achieve the project objectives, we propose the following scope of services:

### TASK 1: REVIEW AND INTERVIEWS

1. Review available and relevant drawings of the parking structures. If drawings are not available, Walker will develop schematic floor plans used to document findings during our field observations.
2. Meet with representatives of Texas Facilities Commission to review the project objectives with previous repairs/maintenance of the parking structure.

### TASK 2: FIELD OBSERVATIONS

Visually observe readily accessible areas of the structure to determine and quantify representative visible deterioration. This will include the following elements:

1. Floors, columns, beams, and walls
2. Facade elements
3. Waterproofing elements such as sealant joints and expansion joints
4. Light fixtures

This survey will identify and document representative corrosion or corrosion staining, spalling, cracking, leaking, leaching, scaling, and other related deterioration and deficiencies.

We will make recommendations for repairs that are immediately necessary for the continuing safety of users in the parking facilities.

### TASK 3 – FIELD TESTING

Perform limited acoustic impact survey (chain dragging and hammer sounding) over representative areas of the supported levels, as accessible at time of field observations. This procedure is used to evaluate concrete soundness and to locate delaminated or deteriorated concrete that may not be visible.

**WALKER**  
CONSULTANTS**TASK 4 – OPINIONS OF COST, REPORT, AND MEETINGS**

1. Develop opinions of probable cost for the recommended repairs and maintenance items identified.
2. Prepare a written report indicating findings, conceptual repair recommendations, and opinions of probable cost.
3. Attend two meetings to discuss findings.

**SCHEDULE**

Walker can mobilize and start performing services on these projects within two weeks after receiving the Texas Facilities Commission's (TFC) written authorization to proceed. Walker will schedule the site visits with the TFC to minimize impact to the users of the garages. It is currently anticipated that the field services will take one to three days per garage depending on the garage size. Walker anticipates issuing a report for each parking structure within five weeks after the field observations are completed. The schedule can be expedited as an additional service if needed.

**PROFESSIONAL FEE**

Walker will perform the scope of services as outlined above for a lump sum fee of one hundred and twenty-nine thousand dollars (\$129,000) including reimbursable expenses. Walker's services will be billed in accordance with our IDIQ Agreement No. 18-048-000 between Texas Facilities Commission and Walker Consultants.

Based on the results of the site assessments described herein, additional phases for the project may be required and can be provided by Walker upon request from the TFC. Additional phases could include:

- Phase 2 – Development of Construction Documents for Repairs to the Garage
- Phase 3 – Bidding Assistance
- Phase 4 – Construction Administration and Observation Services

The scope of these additional phases, if required, will be determined based on the results of the site assessment conducted under this proposal. Upon request from the TFC, Walker can prepare a proposal to address any additional phases.

Thank you for requesting this proposal for Walker Consultants to provide these services to Texas Facilities Commission. If you have any questions regarding this letter, please call.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles Hammond".

Charles Hammond, P.E., CWI, LEED AP  
Restoration Consultant III

A handwritten signature in black ink, appearing to read "Alfredo E. (Al) Bustamante".

Alfredo E. (Al) Bustamante, PE  
Principal and Director of Restoration

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## **EXHIBIT B-1**

### **LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS**



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**EXHIBIT B-1**  
**LIST OF PROJECT MANGER**  
**AND**  
**SUBCONTRACTORS**

<b>A. Principal-in-Charge</b>	Al Bustamante, PE 5851 San Felipe, Suite 475 Houston, TX 77057 281.280.0068
<b>B. Project Manager</b>	Charles Hammond, PE 700 Lavaca Street, Suite 1400 Austin, TX 78701 281.280.0068
<b>C. Project Advisor</b>	Jim Warner, PE 2525 Bay Area, Blvd. Suite 400 Houston, TX 77058 281.280.0068
<b>D. Project Consultant</b>	Dominic Calabrese 700 Lavaca Street, Suite 1400 Austin, TX 78701 281.280.0068
<b>E. Project Engineer</b>	Maana Vemuri 5851 San Felipe, Suite 475 Houston, TX 77057 281.280.0068
<b>F. Project Engineer</b>	Jose Tavera 5851 San Felipe, Suite 475 Houston, TX 77057 281.280.0068